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ATTN: Janet Coombs
RE: MONTANA UNIVERSITY SYSTEM

Willis of Seattle Inc

505 5th Aveue South
Suite 200
Seattle, WA 98104

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ACE USA
International Advantage
1 Beaver Valley Road
2 West
Wilmington, DE 19803

800.204.0518 *tel*
302.476.6456 *fax*
AdvantagePartners@acegroup.com

RE: ACE International Advantage® Package Policy for MONTANA UNIVERSITY SYSTEM

Dear Janet:

Enclosed is the renewal-rewrite for the above named insured.

Thank you for the opportunity to provide a solution for the international insurance needs of MONTANA UNIVERSITY SYSTEM. On behalf of ACE International Advantage®, a unit of the Global Underwriting Group of ACE USA, I am pleased to present the attached International Advantage® Package Policy.

Included with this letter and the Policy are the following documents to be shared with the Policyholder:

- Premium Payments Procedures
- Claim Reporting Procedures
- ACE USA's Privacy position, required by law to be provided to Policyholders with each new business policy or each renewal term change
- Advisory Notice to Policyholders on United States Office of Foreign Assets Control requirements regarding trade-related sanctions against certain designated foreign countries and Specially-Designated Nationals. This advisory is provided as a courtesy. The International Advantage® Package Policy includes a Trade or Economic Sanctions Endorsement.

ACE USA, with offices in 18 cities, is the U.S.-based retail operating division of the ACE Group of Companies, a global leader in property and casualty insurance and reinsurance that serves a diverse group of clients. Rated A+ (Superior) by A.M. Best Company and A+ (Strong) by Standard & Poor's, ACE conducts business on a worldwide basis in more than 140 countries.

We look forward to providing you and your client with outstanding service during the term of this Policy and the renewal process. Please contact the International Advantage Service Center at 800 204-0518 or AdvantagePartners@acegroup.com if you have questions or require assistance. For new business opportunities, please contact your local International Advantage® Production Underwriter. A list of regional contacts can be found on www.aceadvantage.com.

ACE USA
International Advantage

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ace usa

International Advantage[®]

Commercial Insurance Policy

INTRODUCTION

This is your commercial insurance policy. It offers a wide range of protection designed to meet today's complex insurance needs. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

How to Read This Policy

This policy is keyed to the coverages shown in the Declarations. You have only those coverages for which a limit or other specification is shown in the Declarations.

This policy may provide several different kinds of coverage. The forms included explain the coverages shown in the Declarations, and include certain extensions of coverage that may apply.

Whenever a loss occurs or a claim is to be presented, there are certain things you must do to help us settle the claim. These are described in the **CONDITIONS** sections of your policy.

Finally, read the **COMMON POLICY CONDITIONS**. This section gives you information on when and where the policy will be in effect, the payment of premiums, changes in the policy and cancellation. The **COMMON POLICY CONDITIONS** also contains other important information about the policy.

You, Your, We, Us, and Our

Throughout the policy the terms "you" and "your" mean the person, people, or organization shown as the Named Insured in the Declarations. "We," "us," and "our" mean the insurance company issuing this policy. Besides you, there may be other people "insured" under certain parts of the policy.

Insured

The word "insured" means any person or organization qualifying as such under the WHO IS AN INSURED sections of the coverage form in which they appear.

Word in Quotation Marks


Words and phrases that appear in quotation marks have the special meaning given to them in the Section - DEFINITIONS of the coverage form in which they appear.

By signing and delivering the policy to you, we state that it is a valid contract when counter-signed by our authorized representative.

ACE AMERICAN INSURANCE COMPANY



CARMINE A. GIGANTI,
Corporate Secretary for ACE American



JOHN J. LUPICA, President



INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

Company Name: ACE American Insurance Company

GENERAL DECLARATIONS

NAMED INSURED AND MAILING ADDRESS:

MONTANA UNIVERSITY SYSTEM
2500 BROADWAY
HELENA, MT 59601

POLICY NUMBER: PHFD37255725

RENEWED OR IN PLACE OF: PHFD36742069

PRODUCER NUMBER/OFFICE: IT4278/SEU

NAMED INSURED IS: Corporation

OTHER INTEREST: NONE

POLICY PERIOD:

when coverage begins: July 01, 2011
when coverage ends: July 01, 2012

DECLARATIONS EFFECTIVE: July 01, 2011

PREMIUM AUDIT DOES NOT APPLY

CURRENCY: UNITED STATES DOLLARS

Premium: \$5,175

Due When Coverage Begins

These Declarations apply for the Policy Period shown above from the Declarations Effective date. Together with the policy sections for Coverages, Common Policy Conditions and Endorsements, these Declarations complete your policy. For renewal Policy Periods, all Endorsements for the expiring Policy Period are continued in full force and effect unless specifically deleted.

If the General Declarations indicate that the insurance is subject to audit or a reporting option, the premium stated is an estimate and subject to adjustment.

Name and Mailing Address of Producer:

Willis of Seattle Inc

505 5th Aveue South
Suite 200
Seattle, WA 98104

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Declarations Effective: July 01, 2011

Company Name: ACE American Insurance Company

LIABILITY COVERAGES DECLARATIONS

Insurance applies only to those coverages for which a Limit of Insurance is shown:

LIMITS OF INSURANCE

COVERAGES

COMMERCIAL GENERAL LIABILITY COVERAGE

\$1,000,000	each "occurrence"
\$2,000,000	products/completed operations aggregate
\$1,000,000	personal & advertising injury aggregate
\$1,000,000	premises damage limit ("each occurrence")
\$10,000	medical expense limit (any one person)

CONTINGENT AUTOMOBILE LIABILITY COVERAGE

\$1,000,000	each "accident"
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EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

\$1,000,000	each claim
\$1,000,000	annual aggregate

COVERAGE TERRITORY FOR LIABILITY COVERAGES:

The Coverage Territory for COMMERCIAL GENERAL LIABILITY COVERAGE, CONTINGENT AUTO LIABILITY COVERAGE, and EMPLOYEE BENEFITS LIABILITY ENDORSEMENT means:

ANYWHERE IN THE WORLD

but excludes:

1. The United States of America (including its territories and possessions) and Puerto Rico;
2. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America.

In jurisdictions where we may be prevented by law or otherwise from paying on behalf of or defending the insured, we will:

1. indemnify the insured for those sums that the "insured" becomes legally obligated to pay as damages to which this insurance applies and
2. pay the cost of defense and aid and manage the insured's defense.

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COMMON POLICY CONDITIONS

GENERAL CONDITIONS

These General Conditions apply to the entire policy.

When Your Coverage Begins

Your coverage under this policy will begin and end at 12:01 a.m. standard time at the address of the Named Insured and on the dates shown in the Declarations. However, if this policy replaces other coverage that ends on the same day this policy begins, this policy will not take effect until the other coverage ends.

Premium

You agree to pay the premium shown in the Declarations when due. If you are paying the premium in installments, you agree to pay each of the installments when they are due. If the premium is subject to audit or reporting provisions of the policy, you will pay when due additional premium in accordance with those provisions, and we will pay when due any refund in accordance with those provisions.

Currency

The currency which applies to insurances under this policy is stated in the Declarations. If a loss recoverable under this policy is agreed in another currency, conversion will be at the free rate of exchange on the date of agreement. The actual cost of repair or replacement which is not incurred until after the date of agreement will be settled at the time the actual costs are incurred.

Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of such loss or damage.

Maintaining Records

You agree to maintain records that we need to compute your premium and to send us copies of them at the end of the Policy Period, or at our request.

Renewal

We have the option of continuing the policy from year to year. We will base the premium for each renewal on our current rules and rates at the time of renewal.

Sole Agent

If more than one person or organization is insured under this policy, the first one named in the Declarations will act on behalf of all others.

Conformity With Law

If any of the terms of this policy (and forms attached to it) conflict with any law of the state in which the policy is issued, the policy is amended to conform to such law.

YOUR DUTIES AND RIGHTS

Misrepresentation and Fraud

This entire policy is void if:

1. you have concealed or misrepresented any material fact or circumstance concerning this insurance; or
2. you make any attempt to defraud us either before or after a loss.

Recovery Rights

If we pay a claim under this policy, we are entitled, to the extent of our payment, to take over your related rights of recovery from other people and organizations. You have an obligation not to make it harder for us to enforce these rights. You agree to sign any papers, deliver them to us, and do anything else that is necessary to help us exercise our rights.

Transfer of Legal Rights

You agree not to transfer any legal rights or interest you have in this policy without our prior written consent.

However, if you are an individual and you die, we will provide the following coverage:

1. We will cover your legal representative, who is performing his or her duties as representative, against any claims for damage or loss covered under this policy.
2. We will cover any person who has temporary legal custody of your property, but only until a qualified legal representative is appointed.

Inspection and Audit

While this policy is in effect, we may, at any reasonable time, inspect your business property and operations. If we do, however, neither our inspection nor any report of it can serve as a representation that your property or operations are safe or that they comply with any law, rule or regulation.

We can also, at any reasonable time, examine and audit your books and records for anything we believe may relate to this insurance. We have the right to examine and audit your books and records for three years after your policy ends.

Bankruptcy and Insolvency

If you or your estate becomes bankrupt or insolvent, we will still be bound by the provisions of this policy.

CANCELLATION AND CHANGE

Either you or we can cancel this policy at any time.

Your Cancellation

You can cancel this policy by sending us written notice of the future date you want the coverage to end. We will then refund on a pro rata basis any unearned portion of the premium you paid.

Our Cancellation

We can cancel this policy by sending to you, at your address shown in the Declarations, notice of the effective date of cancellation. We must do this at least 90 days prior to the cancellation date, unless we are canceling the policy because you failed to pay your premiums. In that case, we will give you only 10 days notice. Mailing or delivery of the notice will be proof that you were informed of the cancellation. We will also notify any mortgagee shown in the Declarations.

We will then refund on a pro rata basis any unearned portion of the premium you paid.

We may refund the unearned premium at the time of cancellation, or as soon as reasonably possible after the cancellation. However, regardless of when you receive the refund, the cancellation of the policy will take effect as explained above.

Changes

Notice to any of our agents or knowledge possessed by any such agent will not:

1. change any part of this policy;
2. remove any of the provisions of this policy; or
3. keep us from enforcing any of the rights this policy gives us.

The only way to change the terms of this policy is to attach a written endorsement issued by us to be an addition to this policy.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the Policy Period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages.

But:

1. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;
2. We may investigate and settle any claim or "suit" at our discretion; and
3. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

"Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

EXCLUSIONS

This insurance does not apply to:

Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

Contractual

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. Assumed in a contract or agreement that is an "insured contract"; or
2. That the insured would have in the absence of the contract or agreement.

Alcoholic Beverages Business

“Bodily injury” or “property damage” for which any insured may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Workers Compensation

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

Employee Indemnification and Employers Liability

“Bodily injury” to:

1. An employee of the insured arising out of and in the course of employment by the insured; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an “insured contract.”

Pollution

“bodily injury” or “property damage” arising out of the discharge, dispersal, release or escape of:

1. smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals or liquids; or
2. gases, waste materials or other irritants, contaminants or pollutants.

into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

any loss, cost or expense arising out of or in any way related to any governmental direction or other demand or request that you test for, assess, monitor, clean-up, remove, contain, treat, detoxify or neutralize any irritants, pollutants or contaminants, and we shall not have the duty to defend any claim or “suit” seeking to impose such cost, expense, damages or any other relief.

Aircraft, “Autos,” Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading.”

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent;
2. A watercraft you do not own that is:
 - a. Less than 50 feet long; and
 - b. Not being used to carry persons or property for a charge;
3. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
4. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
5. "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph 6.b. or 6.c. of the definition of "mobile equipment" in Section V.

Mobile Equipment

"Bodily injury" or "property damage" arising out of:

1. The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
2. The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

Nuclear

"Nuclear"

Care, Custody, or Control

"Property damage" to:

1. Property you own, rent, or occupy;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in your care, custody or control;
5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to “property damage” included in the “products-completed operations hazard.”

“Property Damage” to “Your Product”

“Property damage” to “your product” arising out of it or any part of it.

“Property Damage” to “Your Work”

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

Failure to Perform

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

Sistership

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. “Your product”;
2. “Your work”; or
3. “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Premises Legal Exception

Only the exclusions above for EXPECTED OR INTENDED INJURY and for CONTRACTUAL apply to damage to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

1. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.
2. We may investigate and settle any claim or "suit" at our discretion; and
3. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

This insurance applies to "personal injury" only if caused by an offense:

1. Committed in the "coverage territory" during the Policy Period; and
2. Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

This insurance applies to "advertising injury" only if caused by an offense committed:

1. In the "coverage territory" during the Policy Period; and
2. In the course of advertising your goods, products or services.

EXCLUSIONS

This insurance does not apply to:

"Personal injury" or "advertising injury";

1. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
2. Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
4. For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

"Advertising injury" arising out of:

1. Breach of contract, other than misappropriation of advertising ideas under an implied contract;
2. The failure of goods, products or services to conform with advertised quality or performance;
3. The wrong description of the price of goods, products or services; or
4. An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

INSURING AGREEMENT

We will pay medical expenses as described below for "bodily injury" caused by an accident:

1. On premises you own or rent;
2. On ways next to premises you own or rent; or
3. Because of your operations;

provided that:

1. The accident takes place in the "coverage territory" and during the Policy Period;
2. The expenses are incurred and reported to us within one year of the date of the accident; and
3. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

1. First aid at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS

We will not pay expenses for "bodily injury":

1. To any insured.
2. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
3. To a person injured on that part of premises you own or rent that the person normally occupies.
4. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
5. To a person injured while taking part in athletics.
6. Included within the "products completed operations hazard."
7. Excluded under Coverage A.
8. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
3. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

Each of the following is also an insured:

1. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
 - a. "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or
 - b. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - c. "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
2. Your volunteer workers, at your option.
3. Any lessor but only for liability assumed in a contract or agreement that is an "insured contract" and arising out of the ownership, maintenance or use of personal property leased to a Named Insured or that part of a premises leased to a Named Insured. However, this insurance does not apply:
 - a. to any "occurrence" which takes place after the Named Insured ceases to be a tenant in the premises;

- b. to structural alterations, new construction or demolition operations performed by or on behalf of the lessor
4. Any person (other than your employee), or any organization while acting as your real estate manager.
5. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
6. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

1. "Bodily injury" to a co-employee of the person driving the equipment: or
2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III- LIMITS OF INSURANCE

The Limits of Insurance for COMMERCIAL GENERAL LIABILITY COVERAGE shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits."

The Each Occurrence Limit is the most we will pay for the sum of:

1. Medical expenses under Coverage C; and
2. Damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence";

except damages because of injury and damage included in the "products-completed operations hazard."

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard."

The Personal and Advertising Injury Aggregate Limit is the most we will pay for damages under Coverage B for all "personal injury" and all "advertising injury."

Subject to the Each Occurrence Limit above, the Premises Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one "occurrence."

Subject to the Each Occurrence Limit above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

Duties In The Event Of "Occurrence," Claim or "Suit"

You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

1. How, when and where the "occurrence" took place; and
2. The names and addresses of any injured persons and witnesses.

If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

You and any other involved insured must:

1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
2. Authorize us to obtain records and other information;
3. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Legal Action Against Us

No person or organization has a right under this Coverage Form:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimants legal representative.

Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Form, our obligations are limited as follows:

1. "Contingent" Insurance

This insurance is "contingent" except when 2. below applies. If this insurance is "contingent", our obligations are not affected unless any of the other insurance is also "contingent." Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether "primary," excess, "contingent or on any other basis:

- a. That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- b. That is Fire, Extended Coverage or similar coverage for premises rented to you; or
- c. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to the Exclusion of Coverage A (Section II) titled: Aircraft, Autos, Watercraft.

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Form.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

1. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
2. Premium for this Coverage Form is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

Transfer Of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Notice of Accident

If you report an accident to the insurer providing "your workers" compensation insurance, and that accident later develops into a claim or "suit" under this Coverage Form, your failure to report such accident to us at the time of "occurrence" shall not be deemed a violation of the condition titled Duties in the Event of Occurrence, Claim or "Suit". However, you will notify us as soon as you become aware that the accident is a claim or "suit" under this Coverage Form.

Knowledge of "Occurrence"

Knowledge of an "occurrence" by your agent, servant or employee shall not constitute your knowledge of an "occurrence" unless one of your executive officers or someone responsible for administering your insurance program shall have received such notice from the agent, servant, or employee.

Unintentional Errors or Omissions

Your unintentional failure or omission to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

SECTION V - DEFINITIONS

Advertising injury

means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

Auto

means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

Bodily Injury

means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Contingent

means insurance issued to apply to claims or "suits" arising from "occurrences" outside the country in which the insurance was issued. "Contingent" insurance takes the place of "primary" insurance when the "insured" has no "primary" insurance coverage which applies.

"Contingent" insurance will pay only the amount by which its limit exceeds the limits of any "primary" insurance, including "primary" insurance issued on an excess basis, which applies.

When this insurance is "contingent," we have the right but not the duty to defend.

If no "primary" insurance coverage applies, we have the duty to defend.

Coverage territory

means "Coverage Territory for Liability Insurances" shown in the Declarations.

The "coverage territory" also includes:

1. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation from one place to another when both places are within the United States of America (including its territories and possessions), Puerto Rico and Canada; and
2. the United States of America (including its territories and possessions), Puerto Rico or Canada, if the insured's responsibility to pay damages is determined in a "suit" on the merits in any country other than the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.

Impaired property

means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of "your product or "your work"; or
2. Your fulfilling the terms of the contract or agreement.

Insured contract

means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
6. An elevator maintenance agreement; or
7. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions or failing to give them, if that is the primary cause of the injury or damage;
2. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in 1. above and supervisory, inspection or engineering services; or
3. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

Loading or unloading

means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

2. While it is in or on an aircraft, watercraft or "auto"; or
3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators. including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing;
 - iii. Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear

means this insurance does not apply:

Under any Liability Coverage, to "bodily injury" or "property damage":

1. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any other similar nuclear energy liability insurance underwriting association or organization, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any other law or regulation requiring the insured to maintain such financial protection or any law amendatory thereof, or b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any other country, or any agency thereof, under any agreement entered into by the United States of America, or any other country. or any agency thereof, with any person or organization;

Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization;

Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

1. The "nuclear material" a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or b) has been discharged or dispersed therefrom;
2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
3. The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this definition of "nuclear":

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear facility" means:

1. Any "nuclear reactor;"
2. Any equipment or device designed or used for a) separating the isotopes of uranium or plutonium, b) processing or utilizing "spent fuel," or c) handling, processing or packaging "waste;"
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear material" means "source material," "special nuclear material" or "by-product material;"

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of “fissionable material”;

“Property damage” includes all forms of radioactive contamination of property.

“Source material,” “special nuclear material,” and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor.”

“Waste” means any waste material a) containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility.”

Occurrence

means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Personal injury

means injury, other than “bodily injury,” arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Wrongful entry into or eviction of a person from a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
5. Oral or written publication of material that violates a person’s right of privacy.

Primary

means insurance issued to respond prior to other insurance to claims or “suits” brought in the country in which such insurance was issued. “Primary” insurance may include insurance for claims or “suits” arising from “occurrences” which take place outside the country in which such insurance was issued.

Products-completed operations hazard

includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:

1. Products that are still in your physical possession; or
2. Work that has not yet been completed or abandoned.

“Your work” will be deemed completed at the earliest of the following times:

1. When all of the work called for in your contract has been completed.

2. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include "bodily injury" or "property damage" arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
2. The existence of tools, uninstalled equipment or abandoned or unused materials;
3. Products or operations for which the classification in this Coverage Form, or in our manual of rules, includes products or completed operations.

Property damage

means:

1. Physical injury to tangible property, including all resulting loss of use of that property; or
2. Loss of use of tangible property that is not physically injured.

Suit

means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

Your product

means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. You;
 - b. Others trading under your name; or
 - c. A person or organization whose business or assets you have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 1. and 2. above.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

Your work means:

1. Work or operations performed by you or on your behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

“Your work” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 1. or 2. above.



CONTINGENT AUTO LIABILITY COVERAGE FORM

THIS INSURANCE MAY NOT BE OFFERED IN SATISFACTION OF INSURANCE REQUIREMENTS OF ANY MOTOR VEHICLE LAW ANYWHERE.

SECTION I - LIABILITY COVERAGE

INSURING AGREEMENT

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Contingent Auto Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

SUPPLEMENTARY PAYMENTS

In addition to the Limit of Insurance, we will pay for the "insured":

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
3. The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the "insured" in any "suit" we defend.
6. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

EXCLUSIONS

This insurance does not apply to any of the following:

Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

1. Assumed in a contract or agreement that is an "insured contract"; or
2. That the "insured" would have in the absence of the contract or agreement.

Workers Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

Employee Indemnification and Employers Liability

"Bodily injury" to:

1. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph 1. above.

This exclusion applies:

1. Whether the "insured" may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers compensation benefits or to liability assumed by the "insured" under an "insured contract."

Fellow Employee

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

Care, Custody or Control

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

Handling of Property

"Bodily injury" or "property damage" resulting from the handling of property:

1. Before it is accepted by the "insured" for movement into or onto the covered "auto"; or
2. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

Movement of Property by Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 2. and 3. of the definition of "mobile equipment".

Completed Operations

“Bodily injury” or “property damage” arising out of your work after that work has been completed or abandoned.

In this exclusion your work means:

1. Work or operations performed by you or on your behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in 1. or 2. above.

Your work will be deemed completed at the earliest of the following times:

1. When all of the work called for in your contract has been completed.
2. When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.
3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Pollution

“bodily injury” or “property damage” arising out of the discharge, dispersal, release or escape of:

1. smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals or liquids; or
2. gases, waste materials or other irritants, contaminants or pollutants,

into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

any loss, cost or expense arising out of or in any way related to any governmental direction or other demand or request that you test for, assess, monitor, clean-up, remove, contain, treat, detoxify or neutralize any irritants, pollutants or contaminants, and we shall not have the duty to defend any claim or “suit” seeking to impose such cost, expense, damages or any other relief.

War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

Nuclear

“Nuclear”

SECTION II - COVERED AUTOS

The following are covered “autos”:

Owned “Autos”

Those “autos” you own (and any “trailers” you do not own while attached to power units you own), including those “autos” you acquire ownership of after the policy begins.

Hired “Autos”

Those “autos” you lease, hire, rent or borrow; but not including any “auto” you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

Nonowned “Autos”

Those “autos” you do not own, lease, hire, rent or borrow that are used in connection with your business, including “autos” owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

Newly Acquired “Autos”

Those “autos” that you acquire for the remainder of the Policy Period.

Other Covered “Autos”

The following types of vehicles are also covered “autos” for Liability Coverage:

1. “Trailers” with a load capacity of 2,000 pounds or less designed primarily for travel on public roads;
2. “Mobile equipment” while being carried or towed by a covered “auto”;
3. Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss”, or destruction.

SECTION III - WHO IS AN INSURED

The following are “insureds”:

1. You for any covered “auto.”
2. Anyone else while using with your permission a covered “auto” you own, hire or borrow except:
 - a. The owner or anyone else from whom you hire or borrow a covered “auto.” This exception does not apply if the covered “auto” is a “trailer” connected to a covered “auto” you own.
 - b. Your employee, if the covered “auto” is owned by that employee or a member of his or her household. This exception does not apply during any use of the covered “auto” by the employee for your business or your personal affairs.
 - c. Someone using a covered “auto,” while he or she is working in a business of selling, servicing, repairing or parking “autos” unless that business is yours.
 - d. Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered “auto.”
 - e. A partner of yours for a covered “auto” owned by him or her or a member of his or her household. This exception does not apply during any use of the covered “auto” by the partner for your business or your personal affairs.
3. Anyone else who is not otherwise excluded under paragraph 2. above and is liable for the conduct of an “insured” but only to the extent of that liability.

SECTION IV - LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Contingent Auto Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

SECTION V - AUTO CONDITIONS

Duties in the Event of Accident, Claim, "Suit" or Loss

In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

1. How, when and where the "accident" or "loss" occurred;
2. The "insured's" name and address; and
3. To the extent possible, the names and addresses of any injured persons and witnesses.

Additionally, you and any other involved "insured" must

1. Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
2. Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."
3. Cooperate with us in the investigation, settlement or defense of the claim or "suit."
4. Authorize us to obtain medical records or other pertinent information.
5. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

1. There has been full compliance with all the terms of this Coverage Form; and
2. We agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insureds" liability.

Transfer of Rights of Recovery against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or loss" to impair them.

Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

Concealment, Misrepresentation or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Form;
2. The covered "auto";
3. Your interest in the covered "auto"; or
4. A claim under this Coverage Form.

Other Insurance

The insurance provided by this Coverage Form is "contingent."

When this Coverage Form and any other Coverage Form or policy covers on the same "contingent" basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

The insurance provided by this Coverage Form will not act as a substitute for any compulsory "auto" insurance. Failure of the "insured" to comply with compulsory insurance requirements shall not invalidate this insurance, but in the event of such failure, we will only be liable to the same extent as if the "insured" had complied with such requirements.

Premium Audit

The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

Policy Period, "Coverage Territory"

Under this Coverage Form, we cover "accidents" and "losses" occurring:

1. During the Policy Period shown in the Declarations; and
2. Within the "coverage territory" for CONTINGENT AUTO LIABILITY COVERAGE shown in the Declarations.

We also cover "accidents" involving a covered "auto" while being transported between places which are in the "coverage territory."

Two or More Coverage Forms or Policies Issued by Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI- DEFINITIONS

Accident

includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

Auto

means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

Bodily injury

means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Contingent

means insurance issued to apply to claims or "suits" arising from "occurrences" outside the country in which the insurance was issued. "Contingent" insurance takes the place of "primary" insurance when the "insured" has no "primary" insurance coverage which applies.

"Contingent" insurance will pay only the amount by which its limit exceeds the limits of any "primary" insurance, including "primary" insurance issued on an excess basis, which applies.

When this insurance is contingent," we have the right but not the duty to defend.

If no "primary" insurance coverage applies, we have the duty to defend.

Coverage territory

means "Coverage Territory for Liability Insurances" shown in the Declarations.

The "coverage territory" also includes:

1. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation from one place to another when both places are within the United States of America (including its territories and possessions) and Puerto Rico; and
2. the United States of America (including its territories and possessions) and Puerto Rico, if the insured's responsibility to pay damages is determined in a "suit" on the merits in any country other than the United States of America (including its territories and possessions) and Puerto Rico, or in a settlement we agree to.

Insured

means any person or organization qualifying as an insured in Section III WHO IS AN INSURED of this Coverage Form. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

Insured contract

means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
6. That part of any contract or agreement entered into, as part of your business, by you or any of your employees, pertaining to the rental or lease of any "autos";

7. That part of any other contract or agreement pertaining to your business, under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

1. That pertains to the loan, lease or rental of any "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

Loss

means direct and accidental loss or damage.

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, fork-lifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing;
 - iii. Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear

means this insurance does not apply:

Under any Liability Coverage, to “bodily injury” or “property damage”:

1. With respect to which an “insured” under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any other similar nuclear energy liability insurance underwriting association or organization, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the “hazardous properties” of “nuclear material” and with respect to which a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any other law or regulation requiring the insured to maintain such financial protection or any law amendatory thereof, or b) the “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any other country, or any agency thereof, under any agreement entered into by the United States of America, or any other country, or any agency thereof, with any person or organization;

Under any Medical Payments coverage, to expenses incurred with respect to “bodily injury” resulting from the “hazardous properties” of “nuclear material” and arising out of the operation of a “nuclear facility” by any person or organization;

Under any Liability Coverage, to “bodily injury” or “property damage” resulting from the “hazardous properties” of “nuclear material,” if:

1. The “nuclear material” a) is at any “nuclear facility” owned by, or operated by or on behalf of, an “insured” or b) has been discharged or dispersed therefrom;
2. The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an “insured;” or
3. The “bodily injury” or “property damage” arises out of the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility,” but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 3. applies only to “property damage” to such “nuclear facility” and any property thereat.

As used in this definition of “nuclear”:

“Hazardous properties” include radioactive, toxic or explosive properties;

Nuclear facility” means:

1. Any “nuclear reactor;”
2. Any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium,
 - b. processing or utilizing “spent fuel,” or
 - c. handling, processing or packaging “waste;”
3. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear material" means "source material," "special nuclear material" or by-product material;"

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material";

"Property damage" includes all forms of radioactive contamination of property.

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

Primary

means insurance issued to respond prior to other insurance to claims or "suits" brought in the country in which such insurance was issued. "Primary" insurance may include insurance for claims or "suits" arising from "occurrences" which take place outside the country in which such insurance was issued.

Property damage

means damage to or loss of use of tangible property.

Suit

means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

Trailer

includes semitrailer.



Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 001

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD NAMED INSURED

This endorsement modifies insurance provided under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

It is agreed that the Named Insured is amended to include the following:

The Named Insured shown on the declarations and all subsidiary, affiliated, associated, and allied companies, entities, divisions, corporations, firms or individuals, joint ventures or other interests which exist now or may hereafter exist, in which the Named Insureds have 50% or more controlling interest, or coming under their active control, for which the Insured has the responsibility of placing insurances, but solely as respects the interests of the Named Insureds, as their respective rights and interests may appear.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 002

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE COVERAGE FORM

The minimum premium for this insurance is \$2,500, and shall be considered fully earned as of the effective date of this endorsement.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 003

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUR CANCELLATION OR NON-RENEWAL

This endorsement modifies insurance provided under the following:

INTERNATIONAL ADVANTAGE COMMERCIAL INSURANCE POLICY

We can cancel or non-renew this policy by sending to you, at your address shown in the Declarations, notice of the effective date of cancellation. We must do this at least 90 days prior to the cancellation or non-renewal date, unless we are canceling the policy because you failed to pay your premiums. In that case, we will give you only 10 days notice. Mailing or delivery of the notice will be proof that you were informed of the cancellation; we will also notify any mortgagee shown in the Declarations.

We will then refund, on pro-rate basis, any unearned portion of the premium you paid.

We may refund the unearned premium at the time of cancellation, or as soon as reasonably possible after the cancellation. However, regardless of when you receive the refund, the cancellation of the policy will take effect as explained above.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 004

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BROAD FORM VENDORS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person: Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Your Products: All of "Your Products"

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to above as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

All other terms and conditions remain unchanged.



Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 005

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NOTICE OF OCCURRENCE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In the event of an occurrence to which this policy applies, written notice containing particulars sufficient to identify the insured and also reasonable obtainable information with respect to the time, place and circumstances of the occurrence shall be given by or for the insured to the company or its authorized agents as soon as practical after knowledge thereof comes to the Corporate Insurance Manager of the Named Insured, however, failure to notify the Company of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 006

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS OR ASBESTOS - CONTAINING PRODUCTS OR MATERIALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to EXCLUSIONS of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and EXCLUSIONS of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I):

This insurance does not apply to:

Any "bodily injury", "property damage", "personal injury", "advertising injury" or loss, cost, expense or obligation arising out of or in any way related to the actual, alleged or threatened presence of or exposure to asbestos or asbestos-containing products or material. Asbestos means the mineral in any form whether or not the asbestos was at any time:

1. Airborne as a fiber, particle, or dust;
2. Contained in or formed a part of a product, structure, or other real or personal property;
3. Carried on clothing;
4. Inhaled or ingested; or
5. Transmitted by any other means.

We will have no duty of any kind with respect to any such loss, demand, claim or suit.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 007

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INJURY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Exclusions of Section I - Coverage A. Bodily Injury and Property Damage Liability and Exclusions of Section I - Coverage B. Personal and Advertising Injury Liability:

SCHEDULE

Description of Operations:

Any theatrical presentation, radio productions, film productions, television productions, musical group, entertainment group, performing artist, tour activity, study group, travel group, class or any similar type of activity that you present, produce, sponsor, conduct or provide.

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to any "participant".

The following DEFINITION is added for purposes of this endorsement only:

Participant

means any person who is a student, chaperon, volunteer, performer, artist, crew member or other participant of the operations shown in the Schedule.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 008

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

1. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, EXCLUSIONS**

This insurance does not apply to "Bodily injury" or "property damage" arising out of the rendering of or failure to render any "Professional Services".

"Professional Services" means technical or unique services, requiring specialized knowledge, labor or skill, performed by individuals, partnerships, firms, or corporations whose occupation is in the rendering of such services.

"Professional Services" include, but are not limited to the following:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services; and
- (9) Services in the practice of pharmacy.

2. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, EXCLUSIONS**

This insurance does not apply to: "Personal and advertising injury" arising out of the rendering of or failure to render any "Professionals Service", as defined in Section 1 above.

All other terms and conditions of this policy remain unchanged.



Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 009

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following exclusion is added to Exclusions of SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Exclusions of SECTION I - COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY:

Exclusions

This insurance does not apply to:

1. "Personal injury" or "advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the DEFINITIONS SECTION:

"Silica"

means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust"

means a mixture or combination of silica and other dust or particles.

All other terms and conditions remain unchanged.



Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 010

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – DELETION OF FELLOW EMPLOYEE EXCLUSION

This endorsement modifies insurance under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

SECTION 1 – LIABILITY COVERAGE – Exclusion is amended as follows:

The Fellow Employee Exclusion is deleted.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 011

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE MEDICAL PAYMENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

LIMIT OF LIABILITY:

\$10,000 each person \$20,000 each accident

A. COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred within three years from the date of the "accident."

B. WHO IS AN INSURED

1. You while "occupying" or, while a pedestrian, when struck by any "auto."
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member."
4. "Bodily injury" to your employee arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic employees if not entitled to workers compensation benefits.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" caused by declared or undeclared war or insurrection or any or their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the accident, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the LIMIT OF INSURANCE for AUTO MEDICAL PAYMENTS COVERAGE shown above.

E. CHANGES IN CONDITIONS

The CONDITIONS are changed for AUTO MEDICAL PAYMENTS COVERAGE as follows:

1. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US Condition does not apply.
2. The reference in OTHER INSURANCE to other collectible insurance" applies only to other collectible auto medical payments insurance.

F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident or your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

All other terms and conditions remain unchanged.



Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 012

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INJURY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

The following is added to Section I - Exclusions of the Contingent Auto Liability Coverage Form:

This insurance does not apply to "bodily injury" or "property damage" to any person who is a student, chaperon or other participant of any presentation, production, musical or entertainment group, performance, tour, study group, travel group, class or similar type activity that you present, produce, sponsor, conduct or provide.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 013

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO PHYSICAL DAMAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance under the following:

CONTINGENT AUTO LIABILITY COVERAGE FORM

For the purpose of this coverage endorsement, SECTION II - COVERED AUTOS is amended to cover only hired "autos."

Section I.I HIRED AUTO PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT

We will reimburse you, at replacement cost, up to \$ 25,000 per "accident" for physical damage "loss" to a hired "auto" or its equipment while in the care, custody, or control of an insured.

You may pay for "loss" to a hired "auto" that was damaged while in your care, custody, or control. We will reimburse you for that payment. Our consent for such payment is not required, but we do require proof of "loss" and proof that the payment was made for "loss" to a covered "auto" before we will reimburse you.

EXCLUSIONS

In addition to the Contingent Auto Liability Coverage Form exclusions, we will not pay for "loss" to any covered "auto" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

Racing or Demolition

We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. Also, we will not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

Wear and tear

We will not pay for "loss" caused by or resulting from any of the following:

1. Wear and tear, freezing, mechanical, or electrical breakdown.
2. Blowouts, punctures or other road damage to tires.

Tapes, Records, and Equipment

We will not pay for "loss" to any of the following:

1. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
2. Equipment designed or used for the detection or location of radar or laser emissions.
3. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
4. Any accessories used with the electronic equipment described in paragraph (3) above.

Care, Custody, or Control

The exclusion for care, custody or control is deleted solely with respects to this endorsement.

SECTION IV - LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" or in any one policy period for hired auto physical damage coverage is the lesser of:

1. The replacement cost of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$ 25,000 for any one "accident" or \$ 25,000 in any one policy period.

SECTION V - AUTO CONDITIONS

Duties in the Event of Accident, Claim, "Suit" or Loss

For hired auto physical damage coverage to apply, you must also do the following if there is a loss to a hired "auto" or its equipment:

6. Promptly notify the local police, civil guard, militia, or other appropriate local legal authority if the hired "auto" or any of its equipment is stolen.
7. Take all reasonable steps to protect the hired "auto" from further damage. Also, keep a record of your expenses for consideration in the settlement of the claim.
8. Assume no obligation, make no payment, or incur any expense other than for hired "auto" physical damage coverage without our consent, except at the insured's own cost.

All other terms and conditions remain unchanged.



Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 014

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM, KIDNAP AND EXTORTION COVERAGE

This endorsement modifies insurance provided under the following:

CORPORATE KIDNAP AND EXTORTION COVERAGE FORM

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:


1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 015

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE KIDNAP AND EXTORTION COVERAGE UNDER THE POLICY.
PLEASE READ IT CAREFULLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This endorsement modifies insurance provided under the following:

CORPORATE KIDNAP AND EXTORTION COVERAGE FORM

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

We are providing you with the terrorism coverage required by the Act. We have not established a separate price for this coverage; however the portion of your annual premium that is reasonably attributable to such coverage is: \$0.

All other terms and conditions of this policy remain unchanged.



Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 016

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CONTINGENT AUTO LIABILITY COVERAGE FORM EMPLOYERS RESPONSIBILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, or take any other remedial action with respect to lead or lead-containing products, materials or substances.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

All other terms and conditions remain unchanged.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Endorsement No.: 017

Effective: July 01, 2011

Policy Year From: July 01, 2011

To: July 01, 2012

Company Name: ACE American Insurance Company

Premium: ☒ Included ☐ \$ Due When Coverage Begins

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR OR TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CONTINGENT AUTO LIABILITY COVERAGE FORM

It is agreed that:

1. The **War** exclusions under **EXCLUSIONS of SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and **SECTION I - LIABILITY COVERAGE of the CONTINGENT AUTO LIABILITY COVERAGE FORM** are deleted in their entireties and replaced by the following:

War or Terrorism

“Bodily injury” or “property damage” arising, directly or indirectly, out of:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
4. Any “act of terrorism”, including any action taken in hindering or defending against an actual or expected “act of terrorism”, regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage. However, with respect to an “act of terrorism” that is committed in the United States of America (including its territories and possessions and Puerto Rico), this exclusion does not apply to an “act of terrorism” that did not result in losses insured under the federal Terrorism Risk Insurance Act (“Act”) in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Act.

In the event of any "act of terrorism" that is not subject to this exclusion, coverage does not apply to any injury, damage, loss, cost, expense, liability, claim, "suit", or obligation that is otherwise excluded under this Coverage Form.

We will have no duty of any kind with respect to any such loss, demand, claim or "suit."

2. The following exclusion is added to **EXCLUSIONS** of **SECTION I – COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

- This insurance does not apply to "personal injury" or "advertising injury" arising, directly or indirectly, out of:
 1. War, including undeclared or civil war;
 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
 4. Any "act of terrorism", including any action taken in hindering or defending against an actual or expected "act of terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage. However, with respect to an "act of terrorism" that is committed in the United States of America (including its territories and possessions and Puerto Rico), this exclusion does not apply to an "act of terrorism" that did not result in losses insured under the federal Terrorism Risk Insurance Act ("Act") in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Act.

In the event of any "act of terrorism" that is not subject to this exclusion, coverage does not apply to any injury, damage, loss, cost, expense, liability, claim, "suit", or obligation that is otherwise excluded under this Coverage Form.

We will have no duty of any kind with respect to any such loss, demand, claim or "suit."

3. Exclusion 8. under **EXCLUSIONS** of **SECTION I – COVERAGE C. MEDICAL PAYMENTS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** does not apply.

4. The following definition is added to **SECTION V – DEFINITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and **SECTION VI - DEFINITIONS** of the **CONTINGENT AUTO LIABILITY COVERAGE FORM**:

- **Act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Multiple incidents of an "act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

All other terms and conditions of this policy remain unchanged.



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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HOW TO REPORT YOUR CASUALTY CLAIMS

In the event of a claim, suit or loss under your Policy, contact your agent or broker. To report a claim, occurrence, accident, suit, loss or injury to us, in accordance with and as provided in the respective coverage parts of your Policy, please use any of the following methods, and please provide the information listed below, as well as any information your Policy requires:

To e-mail send to:

USI-FirstNoticeofLoss@acegroup.com

(This e-mail address is to be used for new claim reporting only.)

To fax:

1.866.635.5687

To mail:

ACE USA

Foreign Casualty Claims

P.O. Box 5116

Scranton, PA 18505-0546

The ACE USA – Foreign Casualty Claims Unit is located in Wilmington, Delaware. To contact the claims department by phone during normal business hours or to report a claim, call 1.866.809.0396.

Please be sure to include the following information, in addition to any specific information required by the applicable coverage part:

- Policy Holder Name
- Policy Number
- Type of loss
- Date of Event
- Description of loss
- Insured contact name and details (phone, e-mail, etc.)
- Third Party contact name and details (phone, e-mail, etc.)
- Any other pertinent information available

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U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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PREMIUM COLLECTION POLICY

Dear ACE USA Foreign Casualty Producer:

Producers are expected to bill clients based on ACE's binder for New Business and automatically for Renewals. PREMIUM IS DUE TO ACE 30 DAYS AFTER THE EFFECTIVE MONTH OF THE POLICY. For example, premium for policies effective May 1 through May 31 is due June 30.

A premium statement will be sent to your accounting department the first day of every month. Please keep ACE abreast of any address changes to prevent unnecessary cancellation activity.

Manual bills may accompany policy documents in special instances. Please review the manual invoices carefully and remit premium payments in accordance with the due dates noted.

ACE will send you a 10 day notice of cancellation upon notification of non-payment by our accounting department. Immediate payment is required for reinstatement.

HOW TO PAY YOUR CLIENT'S PREMIUM THAT IS BILLED TO YOU

SEND CHECKS THROUGH REGULAR MAIL

PAYABLE TO:

ACE USA
DEPT CH 10678
PALATINE, IL 60055-0678

OVERNIGHT MAIL

PAYABLE TO:

ACE USA
ACE American Insurance Company
5505 N. CUMBERLAND AVE
SUITE 307
CHICAGO, IL 60656-1471
ATTN: BOX #10678

OUR ACCOUNTING DEPARTMENT IS LOCATED IN WILMINGTON, DELAWARE.
FOR ANY QUESTIONS REGARDING YOUR PREMIUM STATEMENT, PLEASE
CONTACT GREG MOLCHEN AT 302.476.6622 OR CALL OUR CUSTOMER
SERVICE DESK AT 1.800.204.0518.
FOR INFORMATION REGARDING WIRE TRANSFERS,
PLEASE CONTACT GREG DIRECTLY.

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ACE INA Privacy Statement

The ACE INA group of companies strongly believes in maintaining the privacy of information we collect about individuals. We want you to understand how and why we use and disclose the collected information. The following provides details of our practices and procedures for protecting the security of non-public personal information that we have collected about individuals. This privacy statement applies to policies underwritten by the ACE INA group member companies listed below.

INFORMATION WE COLLECT

The information we collect will vary depending on the type of product or service individuals seek or purchase, and may include:

- Information we receive from individuals, such as their name, address, age, phone number, social security number, assets, income, or beneficiaries;
- Information about individuals' transactions with us, with our affiliates, or with others, such as policy coverage, premium, payment history, motor vehicle records; and
- Information we receive from a consumer reporting agency, such as a credit history.

INFORMATION WE DISCLOSE

We do not disclose any personal information to anyone except as is necessary in order to provide our products or services to a person, or otherwise as we are required or permitted by law.

We may disclose any of the information that we collect to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

THE RIGHT TO VERIFY THE ACCURACY OF INFORMATION WE COLLECT

Keeping information accurate and up to date is important to us. Individuals may see and correct their personal information that we collect except for information relating to a claim or a criminal or civil proceeding.

CONFIDENTIALITY AND SECURITY

We restrict access to personal information to our employees, our affiliates' employees, or others who need to know that information to service the account or in the course of conducting our normal business operations. We maintain physical, electronic, and procedural safeguards to protect personal information.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect privacy, please write to us at ACE INA Customer Services, P.O. Box 1000, 436 Walnut Street, WA04F, Philadelphia, PA 19106. Please include the policy number on any correspondence with us.

ACE American Insurance Company
ACE Fire Underwriters Insurance Company
ACE Indemnity Insurance Company
ACE Insurance Company of the Midwest
ACE Property and Casualty Insurance Company
Atlantic Employers Insurance Company
Bankers Standard Fire and Marine Company
Bankers Standard Insurance Company

Century Indemnity Company
Illinois Union Insurance Company
Indemnity Insurance Company of North America
Insurance Company of North America
Pacific Employers Insurance Company
Westchester Fire Insurance Company
Westchester Surplus Lines Insurance Company
ESIS, Inc.

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Named Insured: MONTANA UNIVERSITY SYSTEM

Policy Number: PHFD37255725

Liberalization

During the policy year, and any subsequent renewal, we may replace any of the forms with a revised form of the same form number as shown below. You will have the benefit of any changes in coverage in the revised form as though the changes had been part of this policy at the beginning of the policy year in which we first used such form to replace the form of the same number listed below.

This policy consists of the following printed forms:

IT1107	01-2009	Letter to Broker Without Executive Assistance
IT1221	05-2011	Signature Page
IT1X80	08-2008	General Declarations
IT1X83	09-2004	Liability Coverages Declarations
IT1071	01-2003	Common Policy Conditions
IT1068	01-2003	Commercial General Liability Coverage Form
IT1072	01-2003	Contingent Auto Liability Coverage Form
IT1061	01-2003	Broad Named Insured
IT8W42	01-2003	Minimum Earned Premium Endorsement
IT1206	01-2003	Our Cancellation or Non-Renewal
IT1003	09-2006	Additional Insured - Broad Form Vendors
IT1035	01-2003	Amendment - Notice of Occurrence
IT1250	04-2003	Exclusion - Asbestos or Asbestos Containing Products or Materials
IT1253	09-2003	Exclusion - Injury to Participants
IT1616	10-2010	Exclusion-Professional Services (Broad Form)
IT1494	12-2004	Exclusion - Silica or Silica-Related Dust
IT1043	01-2003	Amendment - Deletion of Fellow Employee Exclusion
IT1054	01-2003	Automobile Medical Payments Endorsement
IT1135	01-2003	Exclusion - Injury to Participants (AL)
IT1183	12-2006	Hired Auto Physical Damage Coverage Endorsement
IT1635	06-2009	Cap On Losses From Certified Acts Of Terrorism, Kidnap And Extortion Coverage
IT1634	06-2009	Disclosure Pursuant To Terrorism
IT1141	01-2003	Exclusion - Lead
IT1105	12-2009	EXCLUSION WAR OR TERRORISM
IT1549	10-2006	ACE Producer Compensation Practices and Policies
IT1186	08-2009	How To Report Your Casualty Claims
IT1432	04-2005	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
IT1526	09-2010	Premium Collection Policy
IT1211	01-2009	ACE INA Privacy Statement

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